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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

KELLY TOYS HOLDINGS, LLC;  
JAZWARES, LLC; KELLY  
AMUSEMENT HOLDINGS, LLC; and  
JAZPLUS, LLC

*Plaintiffs/Counterclaim  
Defendants,*

v.

BUILD-A-BEAR WORKSHOP, INC.,

*Defendant/Counterclaim  
Plaintiff.*

Case No. 2:24-cv-01169-JLS-MARx

Hon. Josephine L. Staton

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, competitively sensitive, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution, defense, and resolution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, documents, testimony, information or other things containing confidential business and financial information, information regarding confidential business practices, information regarding business plans and communications related to the same, other confidential research, development, and commercial information, business negotiations, dealings, and/or agreements, and information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions,

1 or common law. Concerns about the release of such materials and information are  
2 especially pronounced in this case because the Plaintiffs and Defendant compete in  
3 the plush toy industry. Accordingly, to expedite the flow of information, to facilitate  
4 the prompt resolution of disputes over confidentiality of discovery materials, to  
5 adequately protect information the parties and non-parties are entitled to keep  
6 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
7 material in preparation for and in the conduct of trial, to address their handling at the  
8 end of the litigation, and to serve the ends of justice, a protective order for such  
9 information is justified in this matter. It is the intent of the parties that information  
10 will not be designated as confidential for tactical reasons and that nothing be so  
11 designated without a good faith belief that it has been maintained in a confidential,  
12 non-public manner, and there is good cause why it should not be part of the public  
13 record of this case.

14  
15 **2. DEFINITIONS**

16 2.1 Action: This lawsuit pending in the United States District Court for the  
17 Central District of California, *Kelly Toys Holdings, LLC, et al. v. Build-A-Bear*  
18 *Workshop, Inc.*, Case No. 2:24-cv-01169-JLS-MARx.

19 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
20 of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for protection  
23 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
24 Cause Statement. Such information may consist of, without limitation, (1) testimony  
25 given in this Action by any Party (as defined below) or by any third party (whether  
26 oral, in writing, or via videotape); (2) documents produced in this action by any party  
27 or by any third party; (3) written discovery responses given by any Party; (4) any  
28 documents or pleadings filed with the Court which attach, contain or disclose any

1 such “CONFIDENTIAL” Information; and (5) the information contained within such  
2 documents, testimony or discovery responses so properly designated.

3 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
4 Information or Items: information (regardless of how it is generated, stored or  
5 maintained) or tangible things that a Designating Party believes, in good faith,  
6 contain information the disclosure of which is likely to cause substantial harm to the  
7 competitive position of the Designating Party, information subject to the right of  
8 privacy of any person, or information alleged to be a trade secret. None of the  
9 restrictions set forth in this Stipulated Protective Order shall apply to any documents  
10 or other information that are to become public knowledge by means not in violation  
11 of the provisions of this Stipulated Protective Order, or any law or statute.

12 2.5 Counsel: Outside Counsel of Record and In-House Counsel, as well as  
13 both of their support staffs.

14 2.6 Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
17 ONLY.”

18 2.7 Disclosure or Discovery Material: all items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced or  
21 generated in disclosures or responses to discovery in this matter.

22 2.8 Expert: a person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve  
24 as an expert witness or as a consultant in this Action, (2) is not a current employee of  
25 a Party or a competitor of a Party, and (3) at the time of retention, is not anticipated  
26 to become an employee of a Party or competitor of a Party.

27 2.9 In-House Counsel: attorneys who are employees of a party to this  
28 Action. In-House Counsel does not include Outside Counsel of Record or any other

1 outside counsel.

2 2.10 Non-Party: any natural person, partnership, corporation, association, or  
3 other legal entity not named as a Party to this action.

4 2.11 Outside Counsel of Record: attorneys who are not employees of a party  
5 to this Action but are retained to represent or advise a party to this Action and have  
6 appeared in this Action on behalf of that party or are affiliated with a law firm which  
7 has appeared on behalf of that party, and includes support staff.

8 2.12 Party: any party to this Action, including all of its officers, directors,  
9 employees, consultants, retained experts, and Outside Counsel of Record (and their  
10 support staffs).

11 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
12 Discovery Material in this Action.

13 2.14 Professional Vendors: persons or entities that provide litigation support  
14 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
15 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
16 and their employees and subcontractors.

17 2.15 Protected Material: any Disclosure or Discovery Material that is  
18 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
19 ATTORNEYS’ EYES ONLY.”

20 2.16 Receiving Party: a Party that receives Disclosure or Discovery  
21 Material from a Producing Party.

22  
23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only  
25 Protected Material (as defined above), but also (1) any information copied or  
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
27 compilations of Protected Material; and (3) any testimony, conversations, or  
28 presentations by Parties or their Counsel that might reveal Protected Material. The

1 protections conferred by this Stipulation and Order do not cover: (1) information that  
2 is in the public domain at the time of disclosure to a Receiving Party or becomes part  
3 of the public domain after its disclosure to a Receiving Party as a result of publication  
4 not involving a violation of this Order, including becoming part of the public record  
5 through trial or otherwise; and (2) information known to the Receiving Party prior to  
6 the disclosure or obtained by the Receiving Party after the disclosure from a source  
7 who obtained the information lawfully and under no obligation of confidentiality to  
8 the Designating Party.

9 Any use of Protected Material at trial will be governed by the orders of the trial  
10 judge. This Order does not govern the use of Protected Material at trial.

11  
12 4. DURATION

13 Even after final disposition of this litigation, the confidentiality obligations  
14 imposed by this Order will remain in effect until a Designating Party agrees otherwise  
15 in writing or a court order otherwise directs. Final disposition will be deemed to be  
16 the later of (1) dismissal of all claims and defenses in this Action, with or without  
17 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
18 appeals, rehearings, remands, trials, or reviews of this Action, including the time  
19 limits for filing any motions or applications for extension of time pursuant to  
20 applicable law.

21  
22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Designating Material for Protection. Parties and Non-Parties may  
24 designate Discovery Material as “CONFIDENTIAL” or “HIGHLY  
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” where the material meets the  
26 requirements listed in Sections 2.3 and 2.4, above.

27 5.2 Exercise of Restraint and Care in Designating Material for Protection.  
28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that  
2 qualifies under the appropriate standards. To the extent it is practical to do so, the  
3 Designating Party must designate for protection only those parts of material,  
4 documents, items, or oral or written communications that qualify so that other  
5 portions of the material, documents, items, or communications for which protection  
6 is not warranted are not swept unjustifiably within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations  
8 that are shown to be clearly unjustified or that have been made for an improper  
9 purpose (e.g., to unnecessarily encumber the case development process or to impose  
10 unnecessary expenses and burdens on other parties) may expose the Designating  
11 Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it  
13 designated for protection do not qualify for protection, that Designating Party must  
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.3 Any Party May Designate Information Produced by Other Party. Any  
16 Party may designate information or documents disclosed by another Party or Non-  
17 Party as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
18 EYES ONLY" pursuant to this Order by so indicating in writing within 21 days after  
19 receipt of said information or documents, providing an identification by relevant  
20 document numbers or other means of the document or information (or portion  
21 thereof) to be so designated.

22 5.4 Manner and Timing of Designations. Except as otherwise provided in  
23 this Order (see, e.g., second paragraph of Section 5.4(a) below), or as otherwise  
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
25 under this Order must be clearly so designated before the material is disclosed or  
26 produced.

27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic



1 documents, but excluding transcripts of depositions or other pretrial or trial  
2 proceedings), that the Producing Party affix at a minimum, the legend  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY” (hereinafter “CONFIDENTIALITY legend”), to each page that contains  
5 protected material. If only a portion or portions of the material on a page qualifies  
6 for protection, the Producing Party also must clearly identify the protected portion(s)  
7 (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents available for inspection  
9 need not designate them for protection until after the inspecting Party has indicated  
10 which documents it would like copied and produced. During the inspection and  
11 before the designation, all of the material made available for inspection will be  
12 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the  
13 inspecting Party has identified the documents it wants copied and produced, the  
14 Producing Party must determine which documents, or portions thereof, qualify for  
15 protection under this Order. Then, before producing the specified documents, the  
16 Producing Party must affix the “CONFIDENTIALITY legend” to each page that  
17 contains Protected Material. If only a portion or portions of the material on a page  
18 qualifies for protection, the Producing Party also must clearly identify the protected  
19 portion(s) (e.g., by making appropriate markings in the margins).

20 (b) for testimony given in depositions or in any other pretrial  
21 proceedings, that the Designating Party identify the Disclosure or Discovery Material  
22 on the record, before the close of the deposition, hearing, or other proceeding, all  
23 protected testimony, and specify the level of protection being asserted. Where  
24 designating each separate portion of the testimony entitled to protection is impractical  
25 prior to the close of the testimony, the Designating Party may invoke on the record  
26 (before the conclusion of the deposition, hearing, or other proceeding) a right to have  
27 up to 21 days after receipt of a certified transcript to identify the specific portions of  
28 the testimony as to which protection is sought and to specify the level of protection



1 asserted. Only those portions of the testimony that are appropriately designated for  
2 protection within the 21 days shall be covered by the provisions of this Stipulated  
3 Protective Order. Alternatively, a Designating Party may specify, at the deposition  
4 or up to 21 days afterwards if that period is properly invoked, that the entire transcript  
5 shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
6 ATTORNEYS’ EYES ONLY.” The use of a document as an exhibit at a deposition  
7 shall not in any way affect its designation as “CONFIDENTIAL” OR “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

9 Deposition transcript pages that reflect Protected Material must be separately  
10 bound by the court reporter and may not be disclosed by anyone except as permitted  
11 under this Order. The Designating Party shall inform the court reporter of these  
12 requirements.

13 (c) for information produced in some form other than documentary  
14 and for any other tangible items, that the Producing Party affix in a prominent place  
15 on the exterior of the container or containers in which the information is stored the  
16 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
17 EYES ONLY” If only a portion or portions of the information warrants protection,  
18 the Producing Party, to the extent practicable, will identify the protected portion(s).

19 5.5 Inadvertent Failures to Designate. If corrected within twenty-one (21)  
20 days after learning of the inadvertent failure to designate, an inadvertent failure to  
21 designate qualified information or items does not, standing alone, waive the  
22 Designating Party’s right to secure protection under this Order for such material.  
23 Upon timely correction of a designation, the Receiving Party must make reasonable  
24 efforts to assure that the material is treated in accordance with the provisions of this  
25 Order.

26 The Producing Party may subsequently designate Discovery Material as  
27 Protected Material in the following manner: (a) the Producing Party must give  
28 prompt, written notice to Outside Counsel for the Party to whom such documents,

1 testimony, or other information have been disclosed informing them that the  
2 information produced is designated Protected Material; (b) Outside Counsel  
3 receiving notice of newly designated documents, testimony or other information,  
4 shall take reasonable steps to comply with such new designation, including  
5 reasonable steps to retrieve any documents distributed inconsistent with such new  
6 designation, but shall not be responsible for any disclosure to Non-Parties occurring  
7 before receipt of notice; and (c) at its own expense, the Designating Party will provide  
8 the Party receiving the notice with another copy of the documents, deposition  
9 testimony, or other information that bears the appropriate designation.

## 10 11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court's  
14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
16 resolution process under Local Rule 37.1 et seq.

17 6.3 The burden of persuasion in any such challenge proceeding will be on  
18 the Designating Party. Frivolous challenges, and those made for an improper purpose  
19 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
20 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
21 or withdrawn the confidentiality designation, all parties will continue to afford the  
22 material in question the level of protection to which it is entitled under the Producing  
23 Party's designation until the Court rules on the challenge.

## 24 25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
27 disclosed or produced by another Party or by a Non-Party in connection with this  
28 Action only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under the  
2 conditions described in this Order. When the Action has been terminated, a  
3 Receiving Party must comply with the provisions of Section 13 below (FINAL  
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s insurers and Outside Counsel of Record in  
13 this Action, as well as employees of said Outside Counsel of Record to whom it is  
14 reasonably necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including In-House  
16 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
17 Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom  
19 disclosure is reasonably necessary for this Action and who have signed the  
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the Court and its personnel;

22 (e) court reporters, videographers, and their staff;

23 (f) professional jury or trial consultants, mock jurors, and  
24 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
25 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information  
27 or a custodian or other person who otherwise possessed or knew the information;

28 (h) during their depositions, witnesses, and attorneys for witnesses,

1 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
2 party requests that the witness sign the form attached as Exhibit A hereto; and  
3 (2) they will not be permitted to keep any confidential information unless they sign  
4 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
5 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
6 deposition testimony or exhibits to depositions that reveal Protected Material may be  
7 separately bound by the court reporter and may not be disclosed to anyone except as  
8 permitted under this Stipulated Protective Order; and

9 (i) any mediator or settlement officer, and their supporting  
10 personnel, mutually agreed upon by any of the parties engaged in settlement  
11 discussions.

12 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
13 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted  
14 in writing by the Designating Party, a Receiving Party may disclose any information  
15 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
16 only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
18 as well as employees of said Outside Counsel of Record to whom it is reasonably  
19 necessary to disclose the information for this Action;

20 (b) Experts (as defined in this Order) of the Receiving Party to whom  
21 disclosure is reasonably necessary for this Action and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (c) the Court and its personnel;

24 (d) court reporters, videographers, and their staff;

25 (e) professional jury or trial consultants, mock jurors, and  
26 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
27 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28 (f) the author or recipient of a document containing the information

1 or a custodian or other person who otherwise possessed or knew the information; and  
2 (g) any mediator or settlement officer, and their supporting  
3 personnel, mutually agreed upon by any of the parties engaged in settlement  
4 discussions.

5  
6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 Protected Material, that Party must:

11 (a) promptly notify in writing the Designating Party. Such  
12 notification will include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or  
14 order to issue in the other litigation that some or all of the material covered by the  
15 subpoena or order is subject to this Protective Order. Such notification will include  
16 a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be  
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with  
20 the subpoena or court order will not produce any information designated in this action  
21 as Protected Material before a determination by the court from which the subpoena  
22 or order issued, unless the Party has obtained the Designating Party's permission.  
23 The Designating Party will bear the burden and expense of seeking protection in that  
24 court of its confidential material and nothing in these provisions should be construed  
25 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
26 directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as Protected Material. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party will:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

The inadvertent disclosure of a document that a Producing Party believes is subject to privilege or work product protection shall not constitute a waiver or estoppel of any such privilege or protection. In the event of such inadvertent disclosure, the Producing Party may provide written notice of the same and request that all copies of any such documents be returned, whereupon the Receiving Party shall return all copies of such documents, delete them from its files, destroy all notes or other work product that reflect them, and shall not use the documents in any way.

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted



1 to the Court.

2  
3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
13 only be filed under seal pursuant to a court order authorizing the sealing of the  
14 specific Protected Material at issue. If a Party's request to file Protected Material  
15 under seal is denied by the Court, then the Receiving Party may file the information  
16 in the public record unless otherwise instructed by the Court.

17  
18 13. FINAL DISPOSITION

19 After the Final Disposition of this Action, as defined in Section 4, within 60  
20 days of a written request by the Designating Party, each Receiving Party must return  
21 all Protected Material to the Producing Party or destroy such material. As used in  
22 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
23 summaries, and any other format reproducing or capturing any of the Protected  
24 Material. Whether the Protected Material is returned or destroyed, the Receiving  
25 Party must submit a written certification to the Producing Party (and, if not the same  
26 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
27 (by category, where appropriate) all the Protected Material that was returned or  
28 destroyed and (2) affirms that the Receiving Party has not retained any copies,

1 abstracts, compilations, summaries or any other format reproducing or capturing any  
2 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
4 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
5 reports, attorney work product, and consultant and expert work product, even if such  
6 materials contain Protected Material. Any such archival copies that contain or  
7 constitute Protected Material remain subject to this Protective Order as set forth in  
8 Section 4 (DURATION).

9  
10 14. Any willful violation of this Order may be punished by civil or criminal  
11 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
12 authorities, or other appropriate action at the discretion of the Court.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19  
20 DATED: November 20, 2024

**HUESTON HENNIGAN LLP**

21  
22 /s/ Sourabh Mishra

23 Sourabh Mishra

24 *Attorney for Plaintiffs/Counterclaim*  
25 *Defendants Kelly Toys Holdings, LLC;*  
26 *Jazwares, LLC; Kelly Amusement*  
27 *Holdings, LLC; and Jazplus, LLC*  
28

1 DATED: November 20, 2024

**LEWIS RICE LLC**

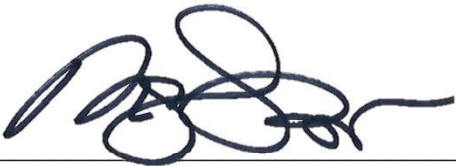
/s/ Michael J. Hickey

Michael J. Hickey

*Attorney for Defendant/Counterclaim  
Plaintiff Build-A-Bear Workshop, Inc.*

8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11 DATED: November 26, 2024



HON. MARGO A. ROCCONI  
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order  
that was issued by the United States District Court for the Central District of  
California on \_\_\_\_\_ [date] in the case of ***Kelly Toys Holdings, LLC, et al. v. Build-A-Bear Workshop, Inc., Case No. 2:24-cv-01169-JLS-MARx***. I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order and  
I understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or type full  
name] of \_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action  
or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_